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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CHARMAINE CHUA, ET AL.

PLAINTIFFS,

vs.

CITY OF LOS ANGELES, ET AL.,

DEFENDANTS.

CASE No: 2:16-cv-00237-JAK-GJS(x)  
[HON. JOHN A. KRONSTADT]

NOTICE OF MOTION AND MOTION  
FOR AWARD OF ATTORNEYS' FEES  
AND COSTS; DECLARATIONS AND  
EXHIBITS

HEARING DATE: MARCH 16, 2020  
HEARING TIME: 8:30 A.M.  
COURTROOM: 10B

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1 PLEASE TAKE NOTICE that, on March 16, 2020, at 8:30 a.m., or as soon  
2 thereafter as this matter may be heard in Courtroom 10B of the United States  
3 District Court for the Central District of California, 350 West First Street, Los  
4 Angeles, California 90012, Plaintiffs will, and hereby do, move the Court to award,  
5 as part of the final settlement in this case, attorneys' fees and costs to Plaintiffs.

6 This motion is based on the accompanying Memorandum of Law, the  
7 exhibits and declarations filed in support of it and previously filed in support of the  
8 motion for preliminary approval of the settlement, the files and records in this case,  
9 and on such further evidence as may be presented at a hearing on the motion.

10 DATED: December 20, 2019

Respectfully submitted,  
Kaye, McLane, Bednarski & Litt, LLP

11  
12 By: /s/ Barrett S. Litt  
13 Barrett S. Litt  
14 Attorneys for Plaintiffs  
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## MEMORANDUM OF POINTS & AUTHORITIES

### **I. INTRODUCTION**

This action arises out of the actions by Defendants surrounding a protest on November 26, 2014, in or around the vicinity of Sixth and Hope Street in Los Angeles over the decision not to file criminal charges for the killing of Michael Brown in Ferguson, Mo. Plaintiffs allege that Defendants unlawfully declared an unlawful assembly, unlawfully and unjustifiably arrested Plaintiffs and unlawfully denied Plaintiffs release from custody on their own recognizance (“OR”) regarding the and the attendant arrest, detention and release of Plaintiffs.

This Court previously preliminarily approved the settlement in this case. In summary, the class settlement’s basic terms, subject to court approval, are as follows:

- a. A class fund of \$255,010 to be paid as follows:
  - i. expert costs (totaling \$20,210) to be paid to the Client Trust Account of the Law Office of Carol Sobel;
  - ii. mediation costs (totaling \$5500) to be paid to the Client Trust Account of the Law Office of Carol Sobel;
  - iii. incentive awards to the three class representatives of \$5000 each to be paid to the Client Trust Account of the Law Office of Carol Sobel (for a total of \$15,000);
  - iv. class administration costs of a maximum fee of \$20,000 to be paid to the Law Office of Carol Sobel, inclusive of all cost of mailing and reporting<sup>1</sup>; and

---

<sup>1</sup> Ms. Sobel has agreed to do this in order to minimize the cost of class administration, as her office has been in contact with many class members, and this amount is considerably less than what would be paid to a professional administrator. In Plaintiffs’ counsel’s experience, the cost of class administration of a class this size from a professional administrator would likely be substantially higher. Ms. Sobel’s office has performed this service in other cases before the

1 v. \$200,000 for distribution pro rata to claiming class members  
2 from the total class of approximately 124 class members, to be  
3 paid to the Client Trust Account of the Law Office of Carol  
4 Sobel (as well as any unused portion of the class administration  
5 fee).

6 b. \$484,290 (inclusive of \$7,163.27 in litigation costs other than the  
7 expert, mediation and class administration costs) as compensation for statutory  
8 attorneys' fees and costs (subject to the approval of the Court), to be paid to the  
9 Client Trust Account of the Law Office of Carol Sobel, and to be the subject of a  
10 separate motion for attorneys' fees pursuant to 42 U.S.C. §1988 and Civil Code  
11 §52.1(h). For purposes of this motion, it is undisputed that Plaintiffs are the  
12 prevailing party under the foregoing statutes for a motion pursuant to this  
13 settlement. As is apparent from the information provided in the preliminary  
14 approval motion, and as is further addressed below, that \$476,801.93 (the portion  
15 of the fees and costs constituting fees) is substantially discounted below the  
16 amounts that Plaintiffs would have sought in an attorneys' fee motion as the  
17 prevailing parties in a contested motion. While our motion, and the lodestar  
18 presented, is based on the full amount of fees and costs that would be available  
19 without the limitation of this agreement (which is nearly double the agreed upon  
20 fee), Plaintiffs recognize that the fees and costs to be actually awarded are capped  
21 at \$484,290.

22 c. \$5000 to Todd Kyle as compensation for his individual claim paid to  
23 the Client Trust Account of the Law Office of Carol Sobel.

24 The parties held three in-person mediation conferences before Magistrate  
25

---

26 District Court and has assisted in maximizing class participation in still other cases  
27 where an outside firm was retained to administer the class fund.

28 As was explained at the preliminary approval hearing, Ms. Sobel is billing  
for staff work at \$45 per hour. To the extent that the \$20,000 is not exhausted, it  
will be added to the class fund for distribution to class members.

1 Judge Jay Gandhi, two while he was still on the bench and one after, which did not  
2 result in a settlement. After Plaintiffs filed their motion for general damages and  
3 expert reports were exchanged, the parties had a direct one-on-one negotiation,  
4 which resulted in the instant proposed settlement, subject to the approval of the  
5 Court. Declaration of Barrett S. Litt (hereafter “Litt Dec.”), ¶ 32.

6 The \$476,801.93 in fees is compensation for statutory fees and certain costs  
7 pursuant to 42 U.S.C. §1988 and Civil Code §52.1(h), and is subject to Court  
8 approval after class members have received notice and had the opportunity to  
9 object. The costs included in this motion includes all litigation costs incurred  
10 except for mediation costs, consultant/expert costs and Class Administration costs  
11 (all of which are to come from the class fund). The remaining \$7,163.27 in  
12 litigation costs are modest. This motion seeks fees for the whole case but, in order  
13 to efficiently prepare the motion, fees and costs have been cut off for this motion  
14 as of December 1, 2019. In the motion for final approval of the settlement,  
15 Plaintiffs will supplement the lodestar figure through the date of the motion.

16 This motion explains the basis for that \$476,801.93 attorneys’ fee figure,  
17 including that it is substantially less than Plaintiffs’ counsel’s lodestar, and was so  
18 discounted because Plaintiffs’ counsel agreed to reduced fees in order to settle the  
19 case, and in light of the potential risks to the class that it would not prevail. It  
20 addresses the propriety of the fees exceeding the damages agreed to by a multiple  
21 of over two. In a nutshell, because there are statutory attorneys’ fees available  
22 under both §§1983 and 52.1, it is well-established that it is appropriate to award  
23 statutory attorneys’ fees even when those fees substantially exceed the damages so  
24 long as the fee is reasonable. This principle applies to both individual cases and  
25 class actions.

26 Because the proposed Final Order of Approval will address the award of  
27 fees and costs, a separate proposed fee order is not being submitted.  
28

**II. THE LODESTAR METHOD FOR AN AWARD OF STATUTORY ATTORNEYS' FEES IS THE APPROPRIATE METHODOLOGY IN THIS CLASS ACTION.**

**A. IT IS WELL-ESTABLISHED THAT ATTORNEYS' FEES CAN SUBSTANTIALLY EXCEED DAMAGES IN STATUTORY FEE CASES.**

Plaintiffs' counsel are very aware that the attorneys' fees here exceed the class damages fund. In a case without an available statutory fee, where the primary relief is monetary (as opposed to injunctive relief), this disparity would generally be inappropriate. That is not so for statutory fees in cases involving fee shifting statutes. In that circumstance, it is common that statutory fees exceed recovered damages (particularly but not exclusively where nonpecuniary injunctive relief is involved). The reason is that the public policy behind fee shifting statutes, particularly those involving civil rights, is to make litigation of such claims financially viable regardless of the size of the claim because protection and vindication of civil rights has a societal value beyond the monetary value of the claim. In *City of Riverside v. Rivera*, 477 U.S. 561, 106 S. Ct. 2686, 91 L. Ed. 2d 466 (1986), the Supreme Court affirmed a fee award of \$245,456 where plaintiffs received only \$33,350 in damages, with no injunctive relief, "[b]ecause damages awards do not reflect fully the public benefit advanced by civil rights litigation, Congress did not intend for fees in civil rights cases, unlike most private law cases, to depend on obtaining substantial monetary relief." *Id.* 477 U.S. at 575. Congress recognized that the normal contingent fee arrangements made in personal injury cases "would often not encourage lawyers to accept civil rights cases, which frequently involve substantial expenditures of time and effort but produce only small monetary recoveries." *Id.* at 577. "Regardless of the form of relief he actually obtains, a successful civil rights plaintiff often secures important social benefits that are not reflected in nominal or relatively small damages awards." *Id.* at 574. Further, Congress intended that fee awards "be governed by

1 the same standards which prevail in other types of equally complex Federal  
2 litigation, such as antitrust cases.” *Id.* at 576.

3 Accordingly, courts in the Ninth Circuit have routinely reiterated these  
4 precepts and awarded fees in excess of damages when appropriate. *See, e.g.,*  
5 *Morales v. City of San Rafael*, 96 F.3d 359, 365 (9th Cir. 1996), *opinion amended*  
6 *on denial of reh'g*, 108 F.3d 981 (9th Cir. 1997) (“we have repeatedly made it clear  
7 that the level of success achieved by a civil rights plaintiff should be measured by  
8 more than the amount of damages awarded”; damages verdict was itself  
9 “significant...[and] established a deterrent to the City, its law enforcement officials  
10 and others who establish and implement official policies”; overturning \$20,000 fee  
11 award in case where awarded damages were \$17,500); *Quesada v. Thomason*, 850  
12 F.2d 537, 539 (9th Cir.1988) (“court should not reduce lodestars based on relief  
13 obtained simply because the amount of damages recovered on a claim was less  
14 than the amount requested”); *Fair Hous. of Marin v. Combs*, 285 F.3d 899, 907  
15 (9th Cir. 2002) (upholding statutory attorney’s fee award of \$508,606.78 where  
16 \$24,377 in compensatory damages and \$74,400 in punitive damages [total  
17 damages of \$98,777] were awarded); *Moore v. Millenium Acquisitions, LLC*, 2017  
18 WL 1079753, at \*11 (E.D. Cal. Mar. 21, 2017) (awarding \$58,961.25  
19 in attorneys’ fees and \$6,966.78 in litigation expenses where plaintiff received  
20 \$4000 in statutory damages).

21 **B. STATUTORY FEES ARE AN APPROPRIATE BASIS FOR AN AWARD OF**  
22 **ATTORNEYS’ FEES IN A CLASS ACTION BROUGHT UNDER FEE-**  
23 **SHIFTING STATUTES, INCLUDING WHERE THE FEES EXCEED**  
24 **DAMAGES.**

25 This analysis applies in the class action context just as it does in for  
26 individual plaintiffs. In the Ninth Circuit, a court generally has discretion to use  
27 either a percentage of the fund or a lodestar approach in compensating class  
28 counsel. In a class action where there is no available statutory attorneys’ fee  
available, the lodestar or percentage method comes from a common fund, but

1 either method can be used to determine the fee. *See, e.g., Paul, Johnson, Alston &*  
2 *Hunt v. Graulity*, 886 F.2d 268, 272 (9<sup>th</sup> Cir. 1989); *In re Washington Public Power*  
3 *Supply System Securities Litigation*, 19 F.3d 1291, 1295 (9<sup>th</sup> Cir. 1994).

4       However, where a statutory fee is available, such as here under §§1988 and  
5 52.1(h), a statutory fee award is appropriate independent of the size of the class  
6 damages fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 972 (9<sup>th</sup> Cir. 2003)  
7 (“in a class action involving both a statutory fee-shifting provision and an actual or  
8 putative common fund, the parties may negotiate and settle the amount of statutory  
9 fees along with the merits of the case, ...[and] the amount of such attorney’s fees  
10 can be approved if they meet the reasonableness standard when measured  
11 against statutory fee principles”); *In re Bluetooth Headset Prod. Liab. Litig.*, 654  
12 F.3d 935, 941 (9<sup>th</sup> Cir. 2011) (“The ‘lodestar method’ is appropriate in class  
13 actions brought under fee-shifting statutes (such as federal civil rights, securities,  
14 antitrust, copyright, and patent acts)”); *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.  
15 5<sup>th</sup> 480, 489, 376 P.3d 672, 676 (2016) (“Class action litigation can result in an  
16 attorney fee award pursuant to a statutory fee shifting provision or through the  
17 common fund doctrine”); *Sobel v. Hertz Corp.*, 53 F. Supp. 3d 1319, 1326 (D.  
18 Nev. 2014) (“the differing purposes behind statutory fee shifting and the common  
19 fund doctrine confirm that the lodestar method is the appropriate manner for  
20 calculating reasonable attorney's fees” in a class action where a statutory fee is  
21 available, but the court may add a risk multiplier in a common fund case); *Craft v.*  
22 *Cty. of San Bernardino*, 624 F. Supp. 2d 1113, 1126 (C.D. Cal. 2008) (citing \$27  
23 Million total settlement in *Williams v. Block* with both “a statutory fee of \$5.5  
24 Million negotiated in connection with a related state court taxpayer's suit for  
25 injunctive relief” and “an additional 20% of the remaining class fund (\$21.5  
26 Million) in attorney's fees”).

27       In *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55  
28 F.3d 768, 821 (3<sup>d</sup> Cir. 1995) (cited favorably in *In re Bluetooth Headset Prod.*

1 *Liab. Litig., supra*), the Court explained that “the lodestar method...[is] the  
2 appropriate method in statutory fee shifting cases...[including in class actions.]  
3 *Because the lodestar award is de-coupled from the class recovery, the lodestar*  
4 *assures counsel undertaking socially beneficial litigation (as legislatively*  
5 *identified by the statutory fee shifting provision) an adequate fee irrespective of the*  
6 *monetary value of the final relief achieved for the class.”* (Emphasis supplied.)

7 In *Prandini v. Nat'l Tea Co.*, 585 F.2d 47 (3d Cir. 1978), the parties, as here,  
8 negotiated an amount for the class damages fund, and a separate amount for  
9 attorneys' fees in a Title VII case. The attorneys' fees negotiated were a “ceiling”  
10 subject to court approval. In light of the fact that “any of the \$50,000 which is not  
11 awarded to plaintiffs' attorneys will not be paid to the plaintiffs to augment their  
12 settlement fund,” calling the fees a “fund” had “little analytical value” since they  
13 were separate from the “damages fund.” Because, “unlike a common fund award,”  
14 the attorney's fees award would not “reduce the plaintiffs' recovery...[, the] fee  
15 award made here may be analyzed on the same terms as a statutory fee award,  
16 which the defendant would pay, and which would not in any way affect or reduce  
17 the plaintiffs' award.” *Id.* at 53. *See also Newberg*, §15.93 (citing *Prandini* and  
18 noting “fees that are paid to class counsel for the time they spend pursuing  
19 attorney's fees for the underlying case” are compensable in class fee claims based  
20 on a statutory fee, in contrast to a pure class fund fee award); *Donovan v. CSEA*  
21 *Local Union 1000, American Federation of State, County and Municipal*  
22 *Employees, AFL-CIO*, 784 F.2d 98, 106 (2d Cir. 1986) (allowing for fees-on-  
23 fees in a class action fee-shifting case and carefully distinguishing it from common  
24 fund cases, where such fees-on-fees are not appropriate).

25 Thus, courts have awarded lodestar-based fees independent, and in excess,  
26 of the amount of class damages based on fee shifting statutes (or contracts). *See.*  
27 *e.g., Owner-Operator Indep. Drivers Ass'n, Inc. v. Mayflower Transit, Inc.*, 659 F.  
28 Supp. 2d 1016 (S.D. Ind. 2009) (class action under Truth in Lending statutes where

1 class members received \$194,220.98 [236 claims filed out of possible 3200  
2 “potential claimants”]; granting statutory attorneys’ fees and costs in the amount of  
3 \$1,145,671.58 under statutory fee provisions); *Gascho v. Glob. Fitness Holdings,*  
4 *LLC*, 822 F.3d 269, 275–76 (6th Cir. 2016) (in a consumer class action where the  
5 “district court also correctly noted that several of the plaintiffs’ claims involved fee  
6 shifting statutes, ... and that the purpose of such statutes is to induce a capable  
7 attorney to take on litigation that may not otherwise be economically viable,” it  
8 was not an abuse of discretion for the court to use a lodestar method of calculating  
9 fees of \$2.39 Million where the maximum fund value was \$15,500,430, but the  
10 amount paid class members was \$1,593,240); *In re Home Depot Inc.*, 931 F.3d  
11 1065, 1078–80 (11th Cir. 2019) (awarding a class attorneys’ fee of \$15.3  
12 million using the lodestar calculation including a multiplier of 1.3, finding that the  
13 case was a contractual fee-shifting case, and the constructive common-fund  
14 doctrine did not apply).

15 In *McKibben v. McMahon*, 2019 WL 1109683, at \*11–15 (C.D. Cal. Feb.  
16 28, 2019), a jail class action involving disparate treatment of gay, bi-sexual and  
17 transgender inmates in programming and privileges, there was a settlement similar  
18 to this (in which one of the class counsel in this case, Barrett S. Litt, was also  
19 counsel). There was a settlement for injunctive relief and a damages fund of  
20 \$818,195.51 exclusive of certain litigation costs and incentive awards. Separately,  
21 there was an agreed upon attorneys’ fee of \$1,100,000, inclusive of certain costs.  
22 In approving the attorneys’ fee component of the settlement, the Court noted that  
23 the “lodestar approach is appropriate because this is a class action brought under  
24 fee-shifting statutes”<sup>2</sup> and observed that the “Ninth Circuit noted it has repeatedly  
25 made it clear that the level of success achieved by a civil rights plaintiff should be  
26 measured by more than the amount of damages awarded.” (Citation and internal  
27

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28 <sup>2</sup> While the Court noted that this was true “where the primary relief sought is  
injunctive relief,” the foregoing authorities establish this is true also for damages cases.

1 quotation marks omitted). While, in “a case without an available statutory fee, this  
2 disparity would be inappropriate[,...]it is common for statutory fees to exceed  
3 recovered damages.” Thus, the lodestar method was appropriate even though the  
4 (discounted, as here) statutory fees exceeded the damages.

5 **III. ANALYSIS OF THE FACTORS IN DETERMINING AN**  
6 **APPROPRIATE ATTORNEYS’ FEE AWARD IN CLASS ACTIONS.**

7 Although not mandated by the Ninth Circuit, courts often consider the  
8 following factors when determining the reasonableness of class action fees to be  
9 awarded: (1) the result obtained for the class; (2) the effort expended by counsel;  
10 (3) counsel's experience; (4) counsel's skill; (5) the complexity of the issues; (6)  
11 the risks of non-payment assumed by counsel; (7) the reaction of the class; and (8)  
12 comparison with counsel's lodestar. *See, e.g., In re Heritage Bond Litigation*, 2005  
13 WL 1594403 at 18; *In re Quintus Sec. Litig.*, 148 F.Supp.2d 967, 973-74  
14 (N.D.Cal.2001). Although a percentage of the fund is not the request here, these  
15 factors are also relevant in determining the reasonableness of Plaintiffs’ fee request  
16 on a lodestar basis, and so Plaintiffs address them here.

17 **A. THIS CASE INVOLVED COMPLEX ISSUES AND SIGNIFICANT RISK.**

18 The issues involved in this case involve complex issues of constitutional law  
19 in an area of conflicting circuit law on the issues involved, i.e., what circumstances  
20 justify the announcement of an unlawful assembly, what standards apply when  
21 police determine an unlawful assembly exists. The legality of the arrests involved  
22 largely uncharted First Amendment questions, and the underlying facts were hotly  
23 disputed. Similarly, there is no law addressing the standards for OR release under  
24 Penal Code §853.6, and again there were substantial fact disputes over whether  
25 there was in fact a refusal to grant, or intentional delay in granting, OR release. It  
26 was Plaintiffs’ counsel’s assessment that there were substantial risks in going to  
27 trial, and that, despite their belief that Plaintiffs were correct, the class had a  
28 meaningful risk of no recovery absent settlement. *See* Litt Dec. ¶¶ 33.

1 In addition, there are substantial risks in any class action. Most cases filed as  
2 a class action are not certified and many that are can still result in a loss, or in only  
3 a partial success. Thus, there is an added level of risk in any class action. See Litt  
4 Dec. ¶¶ 20-27.

5 **B. THE MANAGEMENT OF THE CASE WAS CHALLENGING.**

6 Although this was not a case that required extensive database management,  
7 Plaintiffs' counsel placed a high priority on maintaining contact with a large  
8 number of class members throughout the case, including monitoring and  
9 communicating on social media. As a result, Plaintiffs' counsel expect that they  
10 will reach in a range close to 90% of class members, a time intensive and laborious  
11 undertaking.

12 **C. REACHING A SETTLEMENT WAS DIFFICULT.**

13 Another example of complexity and risk, and counsel's skill, arose during  
14 settlement discussions. Plaintiffs' counsel gathered information regarding  
15 comparable settlements from all over the country. Despite two sessions with  
16 former Magistrate Judge Jay Gandhi (one while he was on the bench and one  
17 afterwards), no settlement was reached. The parties exchanged expert reports, and  
18 otherwise began trial preparation. Ultimately, direct negotiations, without the  
19 participation of Judge Gandhi, resulted in a settlement. See Litt Dec. ¶ 32.

20 **D. THE RISKS OF NON-PAYMENT WERE SUBSTANTIAL**

21 There was substantial risk of non-payment facing Plaintiffs' counsel. While  
22 the County had the resources to pay a judgment, the risk lay in establishing that the  
23 underlying conduct was illegal. This was discussed at some length in Section  
24 III(A), and will not be repeated here. Seeking substantial amounts of money from  
25 government entities always carries risks of politics entering into the equation. Of  
26 the protest class actions in which class counsel have been involved, this one  
27 appeared most likely to be tried due to the differing views of the disputed facts.  
28 See Litt Dec. ¶ 31.

1 As was discussed in the preliminary approval motion, the fee plaintiffs are  
2 requesting will cover only approximately 50% of their lodestar, much less any risk  
3 enhancement. The lodestar is as low as it is only because Plaintiffs' counsel are  
4 very experienced in litigation of this type. Without such expertise, it is likely that  
5 the hours other counsel, even those experienced in civil rights litigation, would  
6 expend to accomplish the same result would have been substantially larger.  
7 Further, much of the preliminary work done to gather the relevant facts, which  
8 occurred pro bono during the initial arrest and release process, is not included in  
9 the lodestar although there is an argument that it should be. See Sobel Dec. ¶¶32,  
10 33; Litt Dec., ¶ 34.

11 **E. THE EFFORT EXPENDED BY COUNSEL.**

12 Including the investigation time, counsel will have litigated this case for  
13 over four years at the time of the final approval hearing, excluding time spent on  
14 the initial arrests. The work performed included: 1) extensive investigation of the  
15 underlying circumstances, including communicating directly with many class  
16 members; 2) preparation of the complaint and amended complaint; 3) the Rule 26  
17 conference and report; 4) extensive analysis of documents from a variety of  
18 sources, including public materials on the internet and from City Council files,  
19 documents obtained through a Freedom of Information Act request filed by the  
20 Partnership for Civil Justice, and social media; 5) a successful contested motion to  
21 certify the class and preparation of a motion for general damages; 6) preparation of  
22 a mediation brief and multiple mediation sessions; 7) working with Plaintiffs'  
23 experts to prepare Plaintiffs' expert reports on police practices, the audibility of the  
24 dispersal announcements and general damages; 8) negotiation and preparation of  
25 extensive settlement documents, including settlement agreement, preliminary  
26 approval order, class notice and claim forms; 9) complying with this Court's  
27 particular requirements for a preliminary approval (including a time intensive  
28 process of organizing Plaintiff's counsel's time by both attorney and task), 10) the

1 instant fee motion and yet to be done responses if objections are filed and proposed  
2 Final Approval Order; 11) Final Approval Hearing, and 12) continuing contact  
3 with class members offering information and assistance as requested. That  
4 description does not capture the full extent of the effort because, unlike many class  
5 actions, there was considerable individualized contact and communication with  
6 individual class members. Litt Dec., ¶ 35.

7 **F. THE RESULT OBTAINED FOR THE CLASS**

8 This case was hard fought, as we have already described. The class members  
9 are people of little means. All work was performed on a contingent fee basis. The  
10 settlement was the result of arm's length negotiations entered into only after  
11 plaintiffs won class certification. Even then it required over a year of settlement  
12 efforts and trial preparation before reaching a settlement in principle.

13 Given the challenges in the case, the financial terms of the settlement are  
14 very favorable to class members. It is anticipated that every class member will  
15 receive at least \$1600 (at a 90% claim rate, in excess of \$1800). This is a favorable  
16 recovery in light of the fact that all class members were released within 20 hours  
17 (and most within 12 hours), and the factual challenges in establishing liability in  
18 this case compared to other protest cases.

19 **G. COUNSEL'S EXPERIENCE**

20 Class Counsel are highly experienced litigators in the fields of civil rights  
21 and class actions. All of the appointed class counsel (Mr. Litt, Ms. Sobel and Mr.  
22 Hoffman) are well-known and highly regarded civil rights lawyers, and all have  
23 extensive experience dealing both with civil rights and class action litigation. In  
24 addition, they are experienced in the area of protest civil rights class actions and  
25 other law enforcement class actions. In support of the class certification motion,  
26 extensive information regarding the qualifications of all class counsel was  
27 submitted to the Court, which demonstrated the exceptional qualifications of class  
28 counsel in this case. See Dkt. #28 (Sobel Declaration and CV); Dkt. #27 (Litt

1 Declaration with Litt and Hoffman CVs), filed in connection with the motion for  
2 class certification.

3 **H. COUNSEL'S SKILL**

4 This issue has been answered by the discussion above. There can be little  
5 doubt that counsel in this case are highly skilled attorneys in the field of civil rights  
6 and civil rights class actions, particularly law enforcement class actions. The Court  
7 is in a position to assess for itself the skill level of plaintiffs' counsel. We will not  
8 elaborate further.

9 **I. *THE REACTION OF THE CLASS***

10 As of the time of this writing, Plaintiffs' counsel has not yet received a final  
11 report of the number of claims, opt-outs, or objections filed. That information will  
12 be provided in connection with the final approval hearing. However, as of  
13 December 19, 2019, there were over 50 claims filed (out of approximately 125  
14 class members), and no opt-outs or objections. Sobel Decl., ¶ 50.

15 **IV. PLAINTIFFS' ATTORNEYS' FEE REQUEST IN THIS CASE IS A**  
16 **SUBSTANTIALLY REDUCED LODESTAR.**

17 **A. PLAINTIFFS' LODESTAR**

18 As we indicated in the preliminary approval motion and in Section II, *infra*,  
19 Plaintiffs' claim for attorneys' fees in this case is substantially discounted below  
20 the fees that would have been sought in the absence of a settlement agreement and  
21 is based on the applicable statutory fee standards. In order to resolve this case at  
22 settlement, and avoid the risk of class members recovering nothing at trial (and in  
23 turn counsel receiving no awarded fees), Plaintiffs' counsel agreed to a  
24 substantially reduced fee. In this section, we address the standards in determining  
25 an appropriate statutory attorneys' fee in general under fee-shifting statutes. We  
26 previously addressed the propriety of such fees in the context of a class action and  
27 where the fees exceed the class damages fund. We then address the hours  
28 expended in this case and the rates that would have been sought in a normal fee

1 motion to justify the award sought here. Since attorneys' fees in this case are  
2 available under both federal and California law, we cite to both.

3 Because the requested fee is not based on the lodestar but rather on the  
4 agreement of the parties, "a less exhaustive cataloging and review of counsel's  
5 hours" is involved than where the fee is based on a lodestar directly. *See, e.g.,*  
6 *Victoria Secret Stores, LLC*, 2008 WL 8150856, at \*9 (C.D. Cal. July 21, 2008)  
7 and cases cited therein. Nonetheless, we already provided detailed timesheets per  
8 the court's preliminary approval procedures (see Dkt. 131-5) and provide update  
9 timesheets for the subsequent time period in the event the court wishes to review  
10 them. All the time records submitted were contemporaneously maintained by the  
11 respective counsel. The relevant time records were attached as Exhibit D to the  
12 proposed preliminary approval order in connection with the preliminary approval  
13 hearing (Dkt. 131) (fee records from the various counsel involved in the case), and  
14 the subsequent records are attached as Ex. C to Mr. Litt's Declaration to this  
15 motion. Detailed cost records from February 2015 through December 1, 2019 are  
16 attached as Ex. D to Mr. Litt's Declaration to this motion. The Litt and Sobel  
17 declarations provide the summaries of fees and costs, which are reproduced below  
18 for fees, and in Section V *infra* (for costs).

19 The tables below show each person for whom time has been billed, that  
20 person's position and years of practice, the hours worked (through December 1,  
21 2019) and the hourly rate used to bill for that person's time (using current rates).  
22 An explanation of the role each biller played in the case is discussed in Ms. Sobel's  
23 Declaration. All KMBL firm time was contemporaneously recorded. See Litt Dec.,  
24 ¶39. Below is a summary of the time spent, and rates used to determine the  
25 lodestar, through December 1, 2019.

PLAINTIFFS' COUNSEL'S LODESTAR AS OF 12/1/2019				
NAME	GRAD YR	HOURS	RATE	TOTAL
Barrett S. Litt	1969 (50)	495.675	\$1200	\$594,810.00
Carol Sobel	1978 (41)	793.625	\$1000	\$793,625.00

<b>PLAINTIFFS' COUNSEL'S LODESTAR AS OF 12/1/2019</b>				
<b>NAME</b>	<b>GRAD YR</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
Paul Hoffman	1976 (43)	121.10	\$1050	\$127,155.00
Catherine Sweetser	2010 (09)	61.6	\$650	\$40,040.00
Colleen Flynn	2004 (15)	68.7	\$725	\$49,807.50
Colleen Mullen	2014 (05)	7.9	\$500	\$3,450.00
Matthew Strugar	2004 (15)	61.5	\$725	\$44,587.50
Rachel Steinback	2008 (11)	52.5	\$675	\$35,437.50
Monique Alarcon <sup>3</sup>	2016 (03)	66.4	\$420	\$27,888.00
Monique Alarcon	Law Clerk	104.7	\$200	\$20,940.00
Julia White	Sr. Paralegal	93.60	\$360	\$33,696.00
Weston Rowland	Law Clerk	32	\$250	\$8,000.00
Heath White	IT/Data Mgr.	11	300	\$3,300.00
<b>TOTAL</b>		<b>1,970.30</b>		<b>\$1,782,736.00</b>

Based on these hours and rates, the lodestar through December 1, 2019 is \$1,782,736.00. This does not account for the remaining work, which includes work done after December 1, 2019 on this motion and accompanying declarations, the yet to be drafted motion for Final Approval and Order, responses to objections to the extent necessary, ongoing work in connection with the Class Administrator and class members as needed and appearance at the final approval hearing (which time will be provided for the Final Approval Hearing). Plaintiffs estimate an additional 100 hours, which may be more or less depending on events not yet known, to complete this work.

#### **B. COUNSEL'S HOURLY RATES ARE REASONABLE**

Although the attorneys' fees are capped, Plaintiffs present their motion based on what they consider the reasonable hourly rates and hours independent of the cap. Having said that, Plaintiffs recognize that, because the award is limited and highly discounted, the court may not find it necessary to ascertain the value of the fees so long as that amount exceeds the agreed upon capped fees.

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<sup>3</sup> Ms. Alarcon's time is divided between work she did as an attorney and work she did as a law clerk.

1 Counsel's requested hourly rates are reasonable for attorneys of their skill,  
2 experience and reputation. Under California law, plaintiff's attorneys are entitled  
3 to their requested rates if those rates are "within the range of reasonable rates  
4 charged by and judicially awarded comparable attorneys for comparable work."  
5 *Children's Hosp. & Med. Ctr. v. Bonta*, 97 Cal. App. 4th 740, 783 (Cal. Ct. App.  
6 2002). Federal law is the same. *See, e.g., Jordan v. Multnomah Cty.*, 815 F.2d  
7 1258, 1263 (9th Cir. 1987) ("requested rates [should be] in line with those  
8 prevailing in the community for similar services of lawyers of reasonably  
9 comparable skill and reputation") (citing *Blum v. Stenson*, 465 U.S. 886, 895 n. 11,  
10 104 S.Ct. 1541, 79 L.Ed.2d 891 (1984)).

11 In calculating the lodestar, Plaintiffs used current (2019) rates to adjust for  
12 delay in payment. *See, e.g., Missouri v. Jenkins*, 491 U.S. 274, 282, 109 S.Ct.  
13 2463, 105 L.Ed.2d 229 (1989) ("an appropriate adjustment for delay in payment—  
14 whether by the application of current rather than historic hourly rates or  
15 otherwise—is within the contemplation of the statute [42 U.S.C. §1988]"); *Barjon*  
16 *v. Dalton*, 132 F.3d 496, 502–03 (9th Cir. 1997) ("the district court may choose to  
17 apply either the attorney's current rates to all hours billed or the attorney's historic  
18 rates plus interest"). Generally, for a "fee award to be reasonable, it must be based  
19 on current, rather than historic, hourly rates." *Charlebois v. Angels Baseball LP*,  
20 993 F. Supp. 2d 1109, 1119 (C.D. Cal. 2012) (lodestar award in settled class  
21 action, citing *Missouri v. Jenkins*). The *Charlebois* Court noted that the increase to  
22 current rates

23 "is justified by comparable increases in the market. *See Coles v. City*  
24 *of Oakland*, No. C03–2961 THE, 2007 WL 39304, \*7 (N.D.Cal. Jan. 4,  
25 2007) (rejecting defendants' argument that rate increases should not surpass  
26 the rate of inflation and stating 'the focus of the rate analysis is to ensure that  
27 fees are awarded at 'prevailing market rates in the relevant community,' and  
28 such rates may be affected by factors other than inflation, such as attorneys'

1 additional years of experience or changes in the legal market’) (quoting  
2 *Blum v. Stenson*, 465 U.S. 886, 895, 104 S.Ct. 1541, 79 L.Ed.2d 891  
3 (1984)); *Parker v. Vulcan Materials Co. Long Term Disability Plan*, No.  
4 EDCV 07–1512 ABC (OPx), 2012 WL 843623, \*7 (C.D.Cal. Feb. 16, 2012)  
5 (approving as reasonable an approximate 10 percent increase between 2011  
6 rates and 2012 rates and because ‘[i]t is common practice for attorneys to  
7 periodically increase their rates for various reasons, such as to account for  
8 expertise gained over time, or to keep up with the increasing cost of  
9 maintaining a practice’); *LaPeter v. Canada Life Ins. Co. of Am.*, No. CV06–  
10 121–S–BLW, 2009 WL 1313336 \*3 (D.Idaho May 11, 2009) (‘It is typical  
11 for rates to increase on a yearly basis and, also, for associates' and  
12 paralegals' rates to increase as they gain more experience.’).”

13 Plaintiffs have provided two types of declarations and evidentiary support  
14 for the requested rates. First, they have established the outstanding reputations and  
15 experience of Plaintiffs’ counsel, through various declarations of Plaintiffs’  
16 counsel.

17 Second, the declarations from Barry Litt, Carol Sobel and Richard Pearl  
18 address the reasonableness of the rates requested.<sup>4</sup> Mr. Litt and Ms. Sobel have  
19 both been identified by courts as experts on attorney fee rates in Southern  
20 California. Ample citations from a variety of sources to support the rates requested  
21 have been provided. These include reference to numerous other attorney fee  
22 awards in civil rights and consumer class actions (either direct fee awards or  
23 lodestar cross-checks in class actions). Several civil rights cases have been  
24 identified in which rates comparable to those requested have been awarded (or in  
25

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26  
27 <sup>4</sup> At the preliminary approval hearing, the Court acknowledged the expertise of Mr. Litt  
28 and Ms. Sobel in addressing civil rights rates but requested that, in light of their personal  
involvement in the case, an independent opinion on the reasonableness of the fees be provided.  
Accordingly, Mr. Pearl’s declaration is provided in addition to theirs.

1 which rates are comparable to those requested after accounting for the general  
2 increase in rates in intervening years).

3 As one example, Judge Bernal of this District determined approximately one  
4 year ago from the date of the final approval hearing in this case that the following  
5 rates were “within the reasonable range for attorneys of their experience in this  
6 district”: \$1150 for Mr. Litt, \$875 for attorneys with 30 and 32 years’ experience,  
7 \$600 for a ten year attorney, \$715 for a 15 year attorney, \$640 for a 13 year  
8 attorney, \$480 for a six years attorney, \$390 for a four year attorney, \$335 for a  
9 senior paralegal and \$225 for law clerks. *McKibben v. McMahon*, 2019 WL  
10 1109683, at \*14 (C.D. Cal. Feb. 28, 2019). He noted that materials Mr. Litt had  
11 provided (an updated version of which is provided with this motion) provided  
12 evidence that attorneys practicing civil rights litigation with 26-49 years of  
13 experience bill had been awarded adjusted lodestar rates of \$887-\$1230 per hour;  
14 attorneys practicing civil rights litigation with 23-33 years of experienced bill had  
15 been awarded adjusted lodestar rates of \$738-\$1220 per hour; attorneys practicing  
16 civil rights litigation with 9-15 years of experience bill had been awarded adjusted  
17 lodestar rates of \$603-\$855 per hour; and attorneys practicing civil rights litigation  
18 with 1-6 years of experience had been awarded adjusted lodestar rates of \$336-  
19 \$671 per hour. Judge Bernal also noted that Mr. Litt had provided support that  
20 commercial rates were commonly “higher” than these rates “for attorneys of  
21 similar or less experience.” *Ibid.*

22 As Judge Bernal noted, numerous commercial rate awards or commercial  
23 fees charged to clients, for which rates are considerably higher than those listed as  
24 Counsel’s rates, have been provided. Congress expressly recognized that fees in  
25 federal civil rights cases should be comparable to those in complex federal civil  
26 litigation. *See City of Riverside v. Rivera*, 477 U.S. 561, 575-76 (1986) (“Congress  
27 made clear that it ‘intended that the amount of fees awarded under [§1988] be  
28 governed by the same standards which prevail in other types of equally complex

1 Federal litigation.” (citing S. Rep. No. 94-1011, at 6 (1976), *reprinted in* 1976  
2 U.S.C.C.A.N. 5908, 5913)). Given that standard, it would be reasonable to use  
3 rates comparable to those for complex commercial litigation, but, as the Litt  
4 Declaration demonstrates, the rates used are generally below those often paid for  
5 commercial litigation, especially for attorneys under 20 years. The reasonableness  
6 of the requested rates is reinforced by the fact that the substantial commercial fees  
7 described in the declaration are generally paid across the board; they are not  
8 generally based, for example, on peer recognition, such as Super Lawyers or some  
9 other form of acknowledgment of skill and reputation. Finally, as we explained  
10 previously, Plaintiffs’ counsel have discounted their lodestar by approximately  
11 50% to resolve this case. Ms. Sobel also provides substantial support for the rates  
12 being sought. See Declaration of Carol A. Sobel and attached exhibits filed  
13 concurrently herewith.

14 In addition to the Litt and Sobel Declarations, and in light of the Court’s  
15 comment at the preliminary approval hearing that there should be evidence of the  
16 reasonableness of the rates independent of Mr. Litt and Ms. Sobel, Plaintiffs have  
17 provided the declaration of Richard Pearl to address the reasonableness of the  
18 requested rates in light of the skill, experience and reputation of Plaintiffs’ counsel,  
19 particularly class counsel Litt, Sobel and Hoffman. Mr. Pearl is a well-known  
20 expert on attorney’s fees in California and is the author of the highly regarded  
21 California Attorney’s Fees Awards. *See, e.g., Garcia v. Resurgent Capital Servs.*,  
22 2012 WL 3778852, at \*2 (N.D. Cal. Aug. 30, 2012) (“Richard Pearl is an expert on  
23 California attorney's fees and author of *California Attorney Fee Awards*”); *Gordon*  
24 *v. Los Angeles Unified Sch. Dist.*, 2019 WL 2511936, at \*5 (C.D. Cal. June 17,  
25 2019) (citing declaration of Mr. Pearl, which “explain[ed] that he has authored a  
26 treatise on attorneys' fees in California which has been cited by dozens of courts,  
27 and that he has testified as an expert in attorneys' fees cases”).  
28

1 Mr. Pearl similarly supports the rates for counsel in general and particularly  
2 for Mr. Litt, Ms. Sobel and Mr. Hoffman. He opines that the requested rates “are  
3 entirely reasonable,” and are “well within the range of non-contingent market rates  
4 charged for reasonably similar services by Los Angeles Area attorneys of  
5 reasonably similar qualifications and experience.” Pearl Dec. ¶13. He supplies  
6 numerous other awarded rates in support of his conclusion. *Id.* ¶14. He also  
7 indicated that he is aware “of the reputation and experience of Mr. Litt, Ms. Sobel  
8 and Mr. Hoffman for handling complex civil rights litigation, including complex  
9 civil rights class actions,” and that there “is little question that they are considered  
10 among the top civil rights practioners in California or that the civil rights class  
11 actions of the type that they handle qualify as complex litigation.” *Id.* ¶19.

12 Skill and experience, novelty and difficulty of issues, rejection of other  
13 employment, results obtained are all factors in determining a reasonable hourly  
14 rate. *See, e.g., Harman v. City & Cnty. of San Francisco*, 158 Cal. App. 4th 407,  
15 416 (2007); *Hensley v. Eckerhart*, 461 U.S. 424, 429–30 and n.3, 103 S. Ct. 1933,  
16 1937, 76 L. Ed. 2d 40 (1983) (referring to twelve factor test enunciated in *Johnson*  
17 *v. Georgia Highway \*430 Express, Inc.*, 488 F.2d 714 (5<sup>th</sup> Cir. 1974). In addition  
18 to contingent risk, which applies to this case and would support a multiplier under  
19 California law, these factors support a lodestar on the high end of the market for  
20 the reasons explained below.

21 Plaintiffs’ lawsuit was certainly more difficult and complex than a routine  
22 case, and Plaintiffs achieved an excellent result, given the particular challenges in  
23 the case. The law regarding the issues involved, particularly as it relates to when  
24 and under what circumstances an unlawful assembly determination is legal and the  
25 dearth of law on California’s Own Release statute presented challenges, as did the  
26 existence of substantial factual disputes, the resolution of which would  
27  
28

1 significantly affect the result had the case gone to trial. See Litt Dec., ¶¶ 33; Sobel  
2 Dec., ¶¶ 9-11.

3 Second, as is explained in Mr. Litt's Declaration, there are substantial risks  
4 inherent in any class action, especially for damages. First, the majority of filed  
5 class actions are not certified. Second, of the cases that are certified, a significant  
6 percentage are ultimately unsuccessful. As a result, less than 2/3 of filed class  
7 actions result in successful claims on behalf of the class. The risk and complexity  
8 of civil rights class actions justifies rates at the top end of rates in the relevant legal  
9 community. There are also substantial risks in any *Monell* claims. Litt Dec., ¶¶ 15-  
10 27.

### 11 C. COUNSEL'S HOURS ARE REASONABLE

12 The number of hours expended by counsel is reasonable. The accompanying  
13 Declarations establish the substantial effort Plaintiffs' counsel put into this case.  
14 Every hour reasonably spent on the case is compensable, and deference should be  
15 given to counsel's assessment of the resources necessary to prevail. *See, e.g.,*  
16 *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008) ("By and  
17 large, the court should defer to the winning lawyer's professional judgment as to  
18 how much time he was required to spend on the case; after all, he won, and might  
19 not have, had he been more of a slacker"); *Ketchum v. Moses*, 24 Cal. 4th 1122,  
20 1133 (2001) ("Absent circumstances rendering the award unjust, an attorney fee  
21 award should ordinarily include compensation for *all* the hours *reasonably spent*,  
22 including those *relating* solely to the fee") (emphasis in original); *Beaty v. BET*  
23 *Holdings, Inc.*, 222 F.3d 607, 612 (9th Cir. 2000) (attorneys who take FEHA cases  
24 "ordinarily . . . can anticipate receiving full compensation for every hour spent  
25 litigating a claim.") (internal quotations omitted).

26 Hours are reasonable if "at the time rendered, [they] would have been  
27 undertaken by a reasonable and prudent *lawyer* to advance or protect his client's  
28

1 interest in the pursuit of a successful recovery . . . .” *Moore v. James H. Matthews*  
2 & Co., 682 F.2d 830, 839 (9th Cir. 1982) (internal quotations omitted); *see also*  
3 *Ramon v. County of Santa Clara*, 173 Cal. App. 4th 915, 925 (Cal. Ct. App. 2009).  
4 In making that determination, courts must look at “the entire course of the  
5 litigation, including pretrial matters, settlement negotiations, discovery, litigation  
6 tactics, and the trial itself . . . .” *Vov. Las Virgenes Municipal Utility Dist.*, 79  
7 Cal.App.4th 440, 447 (2000); *see also Peak-Las Positas Partners v. Bollag*, 171  
8 Cal. App. 4th 101, 114 (2009) (fees reasonable because of complexity of issues,  
9 results obtained, and defendants’ aggressive litigation).

10 In the instant case, counsel’s declarations and attached time records  
11 document the attorney, paralegal, and law clerk hours spent in the successful  
12 prosecution of this action. *See* Litt Dec., ¶ 41; Sobel Declaration, ¶¶ 34, 35. Such  
13 time records are *prima facie* evidence that counsels’ hours were reasonable. *See*  
14 *Horsford v. Bd. Of Trustees of Cal. State Univ.*, 132 Cal. App. 4th 359, 396 (2005)  
15 (“[T]he verified time statements of the attorneys, as officers of the court, are  
16 entitled to credence in the absence of a clear indication the records are  
17 erroneous.”). The time put into the case was

18 Because the agreed upon fee here is so far below lodestar, the only billing  
19 judgment exercised was to eliminate billers who worked less than approximately  
20 20 hours on the case, on the theory that such billers were unnecessary. Ordinarily,  
21 Plaintiffs’ attorneys would have reviewed the billings in greater detail. The fee  
22 detail was reviewed for obvious errors, but the kind of exhaustive, detailed review  
23 that would ordinarily be done in a fully contested fee motion was not. Sobel Dec.,  
24 ¶¶ 26, 27.

25 It is established law that a 10% discount for duplicative or unnecessary work  
26 is the most that can be done without individualized justification. *Moreno v. City of*  
27 *Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008) (“the district court can impose a  
28 small reduction, no greater than 10 percent—a ‘haircut’—based on its exercise of

discretion and without a more specific explanation”). While, in an ordinary fee motion, Plaintiffs would have exercised line by line billing judgment, or provided an across the board small percentage discount of some sort to account for duplication, it was unnecessary to exercise billing judgment in this case given the approximately 50% reduction in the lodestar based on the agreed upon fee. This is particularly so since the agreed upon fee was the product of settlement negotiations, was heavily discounted, and any fee reduction would not go to class members. If Defendants choose to challenge Plaintiffs’ time, it is now their burden to prove that any specific time is unreasonable and “to point to the specific items challenged, with a sufficient argument and citations to the evidence.” *Premier Med. Mgmt. Sys., Inc. v. Cal. Ins. Guarantee Assn.*, 163 Cal. App. 4th 550, 564 (Cal. Ct. App. 2008).

## **V. COSTS**

Plaintiffs have established their costs, which, except for copy/print, scanning and phone, are generally out of pocket and are well within the normal range of costs awarded under both California and federal fee shifting statutes, which allow reimbursement of litigation expenses that “are normally charged to a fee-paying client, in the course of providing legal services. Reasonable photocopying, paralegal expenses, and travel and telephone costs are thus recoverable pursuant to the statutory authority of §1988.” *Thornberry v. Delta Air Lines, Inc.*, 676 F.2d 1240, 1244 (9th Cir. 1982), *cert. granted, judgment vacated on other grounds*, 461 U.S. 952, 103 S. Ct. 2421, 77 L. Ed. 2d 1311 (1983).

The types of costs requested here are normal costs awardable under fee shifting statutes, and are routinely allowed, including travel costs, investigators, consultants, filing fees, photocopies, printing, scans, messenger services, telephone, mailing, computerized legal research, and similar costs normally reimbursed by the client. *See, e.g., In re Immune Responses Sec. Litig.*, 497 F. Supp. 2d 1166, 1177–78 (S.D. Cal. 2007); *Ambriz v. Arrow Fin. Servs., LLC*, No.

CV07-5423-JFW(SSX), 2008 WL 2095617 (C.D. Cal. May 15, 2008). Opinions of the federal courts are applicable to determining allowable costs under California law. *See, e.g., Bussey v. Affleck*, 225 Cal. App. 3d 1162, 1165 (Cal. Ct. App. 1990), abrogated on other grounds by *Robert L. Cloud & Associates, Inc. v. Mikesell*, 69 Cal. App. 4th 1141 (1999) and *Hsu v. Semiconductor Sys., Inc.*, 126 Cal. App. 4th 1330, (2005).

The charts below reflect the costs summary in this case (apart from expert and mediation costs).

<b>KMBL COSTS – FROM ATTORNEYS’ FEES AND COSTS AWARDED</b>	
<b>Cost Item</b>	<b>Amount</b>
E106-Research	\$589.82
E107-Delivery	\$489.44
E108-Postage	\$6.45
E134-Parking	\$66.40
E145-PrintAudit	\$241.40
E146-Scans	\$12.30
E112-FeesCrt	\$700.00
E120-Pis	\$766.00
E128-Records	\$209.30
E134-Parking	\$64.00
E146-Scans	\$216.30
<b>Sub-Total For Fee Award</b>	<b>\$3,361.41</b>

<b>COSTS – FROM CLASS FUND</b>	
<b>Cost Item</b>	<b>Amount</b>
E119-Experts	\$12,360
E121-Arb/Medi	\$5500
<b>Sub-Total From Class Fund</b>	<b>\$17,860.00</b>

1       **VI. CONCLUSION**

2           For the foregoing reasons, Plaintiffs ask that the Court award total fees and  
3 costs of \$484,290, as provided in the Settlement Agreement exclusive of  
4 \$36,304.49 in expert/consultant/mediation costs to be taken from the Class Fund.

5 DATED: December 19, 2019       Respectfully submitted,

6   Kaye, McLane, Bednarski & Litt, LLP  
7

8   By: /s/ Barrett S. Litt

9   Barrett S. Litt

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